

Branch: _____ Rep: _____ Cust. Type: _____

Application must be completed in full to be processed.
Please return to: Canada-AR@brockwhite.com or fax to 604-576-3130

Customer Information

Company Legal Name: _____

Address: _____ Residential Commercial Other _____

City: _____ Prov: _____ PC: _____ I prefer my billings to be sent by: Email _____ Fax _____

Business Phone: _____ Cell Phone: _____ Company Fax: _____

A/P Contact: _____ Email address _____

Legal Status: Corporation Partnership Sole Proprietorship Other _____ Years in business _____

PST# _____ Prov _____ Date of Incorporation: _____ Jurisdiction of Incorporation: _____

Tax Status: Taxable Non-Taxable (*attach copy of exemption certificate, if applicable, otherwise sales tax will be charged*)

Bank: _____ Contact: _____ Phone # _____ Fax# _____

Address: _____ Account #: _____ Type: Checking Savings Other _____

City/Pr/PC: _____ Account #: _____ Type: Checking Savings Other _____

Officers / Owners of Company

1) Name: _____ Title: _____ Home Address: _____

Cell/Home Phone: _____ City/Prov./PC: _____ SIN# _____

2) Name: _____ Title: _____ Home Address: _____

Cell/Home Phone: _____ City/Prov./PC: _____ SIN# _____

Credit / Trade References (Material and/or Product Suppliers)

1) Company: _____ Phone: _____ Fax: _____

2) Company: _____ Phone: _____ Fax: _____

3) Company: _____ Phone: _____ Fax: _____

Type of Business (Check all that apply)

General Contractor Masonry Concrete Home Builder Landscape / Excavation Concrete Forming

Mechanical Waterproofing Fire-stopping Highway Contractor Other (list) _____

Customer: _____

Ecommerce Account (for Online Ordering)

Name: _____ Email Address: _____

Credit Terms and Conditions

In consideration of Brock White Canada ULC, and its divisions (hereafter called Brock White) extending credit to the Customer for the purchase of goods and/or services from Brock White, the Customer agrees to the following credit terms and conditions, including purchases made by e-mail, facsimile, phone, or on the internet.

The Customer authorizes Brock White to investigate the Customer's credit. This agreement authorizes the bank and trade references provided on this Application for Credit to respond to Brock White's credit inquiries. The Customer agrees that Brock White may check the bank and trade references provided in this Application at any time, and that the Customer will provide an updated Application for Credit upon Brock White's request as a condition of continued credit extension. The Customer will notify Brock White immediately in writing of any changes to information presented in this application, including but not limited to changes in ownership, legal status, and/or company name. Failure to do so shall constitute immediate default by the Customer. The undersigned authorizes Brock White to obtain commercial credit reports, and/or consumer credit reports in the event the applicant is unincorporated or the application includes a personal guarantee of payment, as deemed necessary by Brock White to evaluate the extension of credit for business purposes.

Brock White's terms of sale are Net 30 Days. Payments on invoices issued to the Customer by Brock White are due within 30 days of the invoice date. The Customer acknowledges and consents to pay the applicable terms of sale as presented on Brock White's invoices. Failure to make any payment within Brock White's terms and conditions shall constitute immediate default by the Customer. Upon any default, all amounts due or accruing due by the Customer to Brock White shall be immediately due and payable, and Brock White may impose a finance charge of 1.5% per month (18% annualized), or the maximum allowed by law, on all such amounts from the date of default until paid in full. The Customer agrees to indemnify Brock White for and in respect of all costs incurred in connection with collection, enforcement and/or attempts thereof, including but not limited to legal costs (on a solicitor and own client basis), interest or finance fees, and/or collection agency fees, for any amount in default.

The Customer attests financial ability to pay Brock White's invoices within all terms and conditions of sale. Full terms and conditions of sale, as well as Brock White's Privacy Policy, are available upon request, or at <http://ca.brockwhite.com/>. The Customer acknowledges faxed and digitized copies of this executed application have the legal status of the original document. Any action by Brock White against the Customer may be brought in any Province where Brock White conducts business, at the option and election of Brock White.

The Customer acknowledges that all information provided in or with this Application for Credit is true and correct. The terms and conditions of this application, upon extension of credit, shall constitute an agreement of sale. The Undersigned has read and understands the terms and conditions contained herein, agrees to be bound to said terms and conditions, and is authorized to execute this agreement on behalf of the Customer.

_____	_____	_____	_____
Authorized Signature for Customer	Printed Name	Title	Date

Personal Guarantee of Payment

The undersigned, in consideration of Brock White's extension of credit to the Customer, hereby agrees unconditionally and irrevocably to personally guarantee and indemnify Brock White for payment of the Customer's account when due or immediately upon demand thereafter, with interest, and without deduction for any claim of set-off, or counterclaim of the Customer, or loss of contribution from any co-guarantor, together with any and all costs incurred in connection with collection, enforcement and/or any attempts thereof, including but not limited to legal costs (on a solicitor and own client basis), interest or finance fees, and/or collection agency fees, for any amount in default under this Personal Guarantee and/or the Customer's account. Brock White may exercise its rights under this guarantee without first taking any action or exhausting any recourse against the Customer. The undersigned waives notice of default and non-payment, and consents to the extension or modification of credit terms to the Customer by Brock White, including but not limited to, an increase or increases to the credit limit set out in the Application for Credit, without notice and without in any way determining or affecting the obligation of the undersigned under this guarantee. Any demand shall be effectively given and deemed received if delivered to the undersigned in person or by e-mail, facsimile or other means to the address of the undersigned last known to Brock White.

This is a personal guarantee and indemnity for payment. The obligation of the undersigned is a primary and unconditional obligation, and covers all existing and future indebtedness of the Customer to Brock White. This obligation is enforceable before or after proceeding against the Customer, or against any security held by Brock White. This obligation shall be effective regardless of the solvency or insolvency of the Customer at any time, and regardless of any extension, accommodation or modification of the indebtedness of the Customer or by operation of law. This obligation is effective regardless of any subsequent incorporation, reorganization, merger, or consolidation of the Customer, or any other change in the name, composition, nature, personnel, or location of the Customer or Brock White. The undersigned waives all defences whether legal or equitable.

This guarantee is continuing and unlimited, and may be terminated only upon receipt of written notice of termination by Brock White. Such notice shall be sent Certified or Registered mail via the Canadian Postal Service. Revocation notice must be addressed to Brock White Canada ULC, Attention Credit Manager, 7678 – 132ND Street, Surrey, BC, V3W 4M9. Revocation of the guarantee pertains only to materials or services sold to the Customer thirty days after receipt of such revocation. This agreement shall be construed and governed by the laws of the Province of Alberta.

(Seal)	_____	_____	_____	_____
Signature of Guarantor	Printed Name	SIN#	Date	

GUARANTEES ACKNOWLEDGMENT ACT CERTIFICATE

I HEREBY CERTIFY THAT:

1. (Guarantor's name) _____, the guarantor in the guarantee dated _____ made between _____ and Brock White Canada ULC, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by (Print name) _____, Lawyer at the _____ of _____, at (Municipality, Province/State, Country) _____, this ____ day of _____, 20____.

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor

Printed Name and Address